PANTHERRIDGE RV PARK & CAMPGROUND, LLC

SPACE RENTAL AGREEMENT FOR RECREATIONAL VEHICLE

The rules and regulations listed below apply to those who stay in this park on a daily, weekly and month to month basis and are in addition to the rules stated in the parks standard brochure.

 Site# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dates of Rental: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Space Rental Agreement is made between Panther Ridge RV Park (hereinafter referred to as “Lessor/ Owner”) and the below named (referred to as “Lessee/ Guest”).

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Driver’s License Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. RV INFORMATION: Lessee represents that he/she is the registered and/or legal owner of the following recreational vehicle or mobile recreational vehicle (hereinafter all general referred to as “RV”).

Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Make: Width: Length: Vehicle ID No.:

RV License No.: State where registered:

 SPACE RENTED: Lessor hereby leases to lessee the following RV space : \_\_\_\_\_

Names of All Persons staying in RV:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guests cannot stay overnight unless registered and a $10.00 (Ten Dollar) fee paid per night. Anyone not listed in the RV above shall be considered a Guest.

1. TERM: The term of this RV Space Rental Agreement shall be from: Month to Month (prorated for first month from move in date and then 1st thru end of month there after).

This agreement shall terminate on Month to Month basis unless otherwise stated.

RENTAL RATE: Monthly Rates are set on a monthly basis and based on 2 (two) or less individuals per RV. Prior approval and rate to be determined for Lessee‘s with Children. Rates determined by Lessor corresponding with the length of stay. CASH OR CHECKS & CREDIT CARDS ACCEPTED (W/FEE). Checks can be mailed to our PO BOX 294 LAKE TOXAWAY NC 28747.

**If Lessor must give notice to terminate the Agreement for nonpayment of rent:**

Lessor shall NOT be deemed to have waived any right to terminate by accepting partial rent for the period involved. If Lessor gives notice to terminate this Agreement for any other reason, Lessor does not waive the right to terminate by accepting rent prorated to the termination date specified in the notice. In the event an apportionment of rent is necessary, rent shall be prorated on a day to day basis, with monthly rent divided by the number of days in the month.

1. PET POLICY: Pets are allowed if approved by Management. Absolutely no breeds of dogs deemed aggressive. No dogs over 40 pounds. If allowed, all pets must be registered in the RV provided herein. No pet shall be allowed to run loose in the park and no pet shall be left tied outside, unattended by Lessee. Dogs that are left in RV for long periods of time and becomes a barking nuisance will be deemed a terminable offense. Special trained pets for the handicapped, such as seeing eye dogs or trained hearing dogs, are allowed and may be of bigger size. Pet owners must clean up after their pets, including all pet excrement. Pets must be kept off other people’s RV spaces. Noisy, messy destructive, or dangerous pets will be cause for immediate eviction. Describe pet(s):

 .

1. APPEARANCE: RV’s must be fully self-contained, in good repair, neat and clean in appearance. All vehicles kept on park property must be operational, with current registration and insurance. All vehicles and trailers are to be parked off park roads. Sites are limited to 2 vehicles if space is permitted on the site. Arrangements can be made for additional parking if needed.
2. RESIDENTS UNDER THE AGREEMENT: The only parties allowed to stay in the RV in this park are those specifically named herein. No other people may reside in the RV without written permission of the Lessor. Additional fees may apply.
3. SEWER, WATER, UTILITIES AND GARBAGE: Sewer and water hook ups are available at each site, dumping of waste material is permitted only at the designated sewer inlet. Dumping of other garbage is allowed only in appropriate dumpsters. No port-a-potty dumping is allowed in the restrooms. Lessor cannot guarantee continuance of power services and cannot be held responsible for loss of electricity/power.
4. **TERMINATION OF AGREEMENT**: This Agreement may be terminated by either party upon the giving one months notice of intent to move for those staying month to month for the season. Lessor reserves the right to terminate this Agreement with a shorter period of notice if allowed by law. If state or local laws require an RV to be moved from the park for any reason, this Agreement will automatically terminate, and the notice time may be shorter. This Section supplements Section 4 of this Agreement; this Agreement terminates on the earlier of the termination dates specified in Section 4 or on the termination date established or allowed by this section.
5. **LEESEE’S RESPONSIBILITIES**:
	1. Lessee shall be responsible for all damage caused by Lessee or any of Lessee’s guests or visitors.
	2. Lessee agrees to obey all park rules and regulations contained in this Agreement or posted distributed.
	3. Lessee acknowledges that the only people allowed to reside in the RV are those listed on the front of the Agreement and this Agreement shall not be assigned nor the space sublet or rented to any other person or persons. This space is to be used only by Lessee for private vacational site or recreational purposes and shall be used by no other persons except those people listed in this Agreement.

**No business or commercial activity of any nature shall be conducted in this park.** Lessee agrees to immediately deliver possession of the space rented hereunder upon the expiration on the term of this

Agreement.

* 1. Lessee acknowledges and agrees that Lessor shall have no responsibility for Lessee’s safety or the safety or protection of any of Lessee’s possessions. Lessee acknowledges that the park entrance is not guarded, the park has no security system or patrolled, and that Lessee is responsible for locking his/her RV in order to help prevent loss or damage. Lessee agrees to notify Lessor or the police in the event lessee observes or learns of suspicious or illegal acts in the park.
	2. Lessee agrees that at the end of the term of this Agreement Lessee shall move the RV out of the park and shall have no right to leave it or sell it to be left in the park. If someone buys the RV, the buyer must be preapproved to leave the RV, otherwise it must be moved immediately.
1. LEGAL REMEDIES, PROVISIONS AND GOVERNING LAW:
	1. Lessee agrees that any notice of nonpayment of rent or termination of tenancy shall be deemed served on the day on which it is attached in a secure manner to the main entrance of the RV and, if required by law, mailed to Lessee.
	2. If written notice is required by law to terminate this rental Agreement, the contract shall terminate of the day designated in the Notice of Termination without regard to the expiration of the period for which rent is to be paid.
	3. In the event Lessee breaches this Agreement, Lessor shall have available to lessor all remedies provided at law or in equity.
	4. If any action is required to enforce or interpret this Agreement, then the prevailing party shall be awarded reasonable cost and attorney fee from the losing party.
	5. If Lessee abandons the RV described herein, or any other personal property, Lessor may sell said RV or other personal property, as permitted under law. Lessee shall pay, upon demand, all costs and expenses incurred by Lessor in the moving or storing of Lessee’s RV or personal possessions, plus court cost and attorney fees incurred in selling or otherwise disposing of the personal property and/or RV abandoned by the Lessee.
	6. If any provision of this Agreement is held to be invalid, illegal or unenforceable then that provision shall not affect the validity, legality, or enforceability of the other provisions herein, then the parties agree that the remainder of this Agreement shall remain in forced and affect. Lessee shall not seek recovery of damages from Lessor for attempting to enforce such provision, rule, regulation or policy in good faith prior to receiving notice of its invalidity or illegality.
	7. No delay or omission in the exercise of any right or remedy of Lessor following the event of default by Lessee shall impair any such right or remedy or be construed as a waiver. No waiver by Lessor of Lessor’s rights to enforce any provision hereof after any default on the part of Lessee shall be effective unless made in writing and signed by Lessor, nor shall it be deemed a waiver of Lessor’s right to enforce each and every other provision hereof upon further or other default on the part of Lessee. Lessee understands that if Lessor fails to enforce any term of this Agreement, Lessor is still entitled to enforce the Agreement on any subsequent occasion. Acceptance of rent shall not be, or construed to be, a waiver of any breach of any term or provision of this Agreement, nor shall it reinstate, constitute or extend the term of the Agreement or affect any notice, demand or suit hereunder.
	8. This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against and party based upon the source of the draftsmanship hereof.
	9. This Agreement constitutes the entire agreement between and among the parties, interpreted all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessor in interest with respect to all or any part of this suspect matter hereof.

This is a Vacation Rental Agreement under the NC Vacation Rental Act. (42A-11) The rights and obligations of the parties to this agreement are defined by Law and include unique provisions permitting the disbursement of rent prior to tenancy and expedited eviction of tenants. Your Signature on this agreement, or payment or money or taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a vacation rental.

TERMS: Lessee certifies that the printed material on the four (4) pages of this Agreement has been read and the terms and conditions set forth herein understood. Lessee further certifies that he/she has examined the space in which the subject RV is to be placed and finds it suitable and acceptable. Lessee also acknowledges receipt of an executed copy of this Agreement and a copy of the park’s rules.

Lessee certifies that the above information is correct and complete.

Lessee understands that if any of this information is later found to be false, it may be grounds for eviction.

Lessee authorizes the park management to conduct any credit checks or other inquiries necessary for verification of this information.

Lessee understands that the park management has the right of refusal upon arrival of the RV described in this application.

Lessee by making payment to PRRV Park does hereby agree to the above terms and conditions.

Lessor: Panther Ridge RV Park, Pam Owen

Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_